

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Southern Division)**

JEFFREY WINCHESTER, et al.,

*

Plaintiffs,

*

v.

Case No. 8:08-cv-03445-RWT

*

OURISMAN IMPORTS, INC., et al.

*

Defendants.

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SUPPLEMENTAL AFFIDAVIT

1. I, Howard B. Hoffman, am at least 18 years of age, I am competent to testify, and I am not a party to, or related to a party, in this action. I have served as counsel to the Plaintiffs and opt-in class members, in the above-captioned action.
2. The settlement proceeds in this case will result in payments to all of the Plaintiffs in this case, with the exception of those who are the subject of the pending Motion to Dismiss (Doc. 64), in the amount of the minimum wages as calculated by Plaintiffs' counsel, plus an additional 25% liquidated damage. Defendants' calculations of what compensatory damage amount was owed, if any, was less than the amount calculated by Plaintiffs' counsel.
3. In addition, three individuals (two of whom were at the mediation), will receive a small amount in excess of this formula award, to compensate for their service as representative plaintiffs, a payment designed to compensate for time spent away

from work, actual costs incurred, etc.

4. The only item of damage which any member of the collective action class is foregoing on his or her FLSA claim is the potential for recovering a greater amount in liquidated damages, and there was compromise on this issue based on the lack of clarity under the law as to the manner of calculating minimum wages for monthly commissioned auto salespersons; the present value of money to the Plaintiffs (versus the prospect of a larger but less certain payment sometime in the future); and the ability of the Defendant to withstand a greater damage verdict.
5. Both myself and Bradford W. Warbasse, Esq. have experience in representing clients in FLSA litigation.
6. The process by which the Settlement Agreement was reached was before a retired Federal Judge, and was also supervised by the individual class representatives. Attorneys' fees and costs were separately negotiated, only after the class representatives approved of the settlement as to compensatory and liquidated damages.
7. I personally mailed via U.S. first class mail, notice to each of the Plaintiffs well in advance of the Joint Motion, and there has been no objection whatsoever.

AFFIANT FURTHER SAYETH NAUGHT

I solemnly affirm under the penalties of perjury that the contents of the foregoing affidavit are true to the best of my knowledge, information, and belief.

/s/

Howard B. Hoffman, Esquire

February 16, 2010